



PAWS COUNTRY CLUB

BOARDING AGREEMENT

This agreement applies to all visits by your Pet(s) to Doggie Day Care and Boarding at Paws Country Club ("PCC")

1. **Services.** PCC agrees to provide the specific services ("Services") to your Pet for each visit as indicated on the Boarding Request Form that will be filled out for each of your Pet's visits. We will exercise reasonable judgment as we provide the Services.

2. **Payment for Services.** You agree to pay us for the Services we provide to your Pet during each visit at the rates set forth at the start of such visit (collectively the "Charges"). Prices are subject to change without notice and seasonal rates may apply. Charges begin on the day you leave your Pet in our care and end the day you check-out. You agree you will remain liable for all Charges incurred during your Pet's stay, and PCC reserves the right to collect any unpaid balance.

3. **Reservations.** Reservations are accepted but not guaranteed without verification of PCC requirements.

4. **Cancellations.** If you need to cancel your reservation, please do so at least 24 hours prior to your arrival date. PCC reserves the right to charge late cancellation fees.

5. **Agent.** You must provide an Agent to act on your behalf. Your Agent must be (a) an adult over the age of 18, (b) someone other than the primary Pet owner(s), **and** (c) someone who is not traveling with you if you are out of town. If we cannot reach you, you authorize us to contact your Agent. You agree that your Agent has your full and complete authority to make any and all decisions, including those related to the health of your Pet and the expenditure of funds, for or on behalf of you and your Pet.

6. **Emergencies.** In the event of an emergency or natural disaster, every effort will be made to contact you or your Agent to retrieve your Pet. You agree that PCC, at its sole discretion, is authorized to transport, and/or to make temporary alternative arrangements to house and care for your Pet until you or your Agent can retrieve the Pet.

7. **Pet Health and Behavior.** We reserve the right to refuse to accept a Pet at check-in for any reason, including but not limited to: (a) if it appears to us the Pet is sick, (b) it appears to us the Pet is injured and/or in pain, or (c) it appears to us the Pet's behavior could jeopardize the health or safety of other Pets or our staff.

- No Pet can stay with us unless the Pet is healthy and we have confirmation from a licensed veterinarian or approved designee that the Pet has received and is up-to-date on all vaccinations required by PCC as per the City of New York Department of Health and Mental Hygiene Office of Veterinary Public Health Services.

- We are required by the City of New York Department of Health and Mental Hygiene Office of Veterinary Public Health Services, to have on file for all the dogs who stay at our facility (boarding and daycare) proof of up-to-date vaccinations against ALL of the following conditions:

Within the last three (3) years: Rabies, Canine Distemper, Canine Hepatitis, Canine Para influenza, **AND** Parvo

Within the last six (6) months: Bordetella

- WE RESERVE THE RIGHT TO DECLINE SERVICES TO DOGS THAT ARE NOT SPAYED OR NEUTERED AND/OR FROM ANY BREED DEEMED AGGRESSIVE

- If at any time your Pet is found to have fleas or ticks, we may provide a flea or tick removal treatment deemed appropriate by us, and you authorize us to provide such service at your additional expense.

- We may accept certain older Pets at our discretion and we may administer routine medication for chronic conditions, but we are not equipped to care for acutely sick Pets or aggressive or biting Pets. We reserve the right to refuse services to Pets meeting any of these criteria.

- You represent that to the best of your Knowledge, your Pet has not been exposed to rabies, distemper, or parvovirus within 30 days prior to the beginning its stay with us.

- If your Pet has been treated for a contagious illness, we cannot accept your Pet for at least two (2) weeks **after** treatment has been completed **and** a statement of health is obtained from a licensed veterinarian.

- You acknowledge and agree that we may contact appropriate authorities if your Pet bites another Pet or any person inside our outside our facility.

- You acknowledge and agree that in the unlikely event your Pet becomes ill or injured while in our care, or if your Pet has a pre-existing condition which is aggravated by his/her stay and requires professional attention, we will attempt to notify you or your agent at the telephone numbers you provide on Boarding Request Form. If we cannot reach you or your Agent, PCC at its sole discretion, may engage the services of a veterinarian and/or administer medicine or give other necessary attention to your Pet, and you authorize us to provide any such service at your additional expense. In cases we believe to be critical, we may take your Pet to the veterinarian prior to trying to contact you. If you refuse medical treatment for your Pet, PCC, at its sole discretion, may engage the services of a veterinarian and for administer medicine to make your Pet as comfortable as possible until picked up by you or your Agent, and you authorize us to provide any such service at your additional expense. If we cannot reach you or your Agent, we will make healthcare decisions for your Pet based on the recommendations of available professionals,

8. Contact with Other Pets. While your Pet is staying with us, he/ she will come into contact with other Pets. Every effort will be made to ensure the safety of all Pets our care.

You acknowledge and agree that in the unlikely event your Pet is injured by another Pet while he/she is staying with us, YOU RELEASE PCC AND ITS AGENTS FROM ANY LIABILITY FOR SUCH INJURY.

You acknowledge and agree that if your Pet injures another Pet, you will be solely responsible for any injury to the other Pet(s) as well as your own Pet and YOU RELEASE PCC AND ITS AGENTS FROM ANY LIABILITY FOR SUCH INJURY.

Communicable diseases: all Pets coming into the facility are required to be vaccinated. However, it is still possible for a Pet to become ill, even if vaccinated. You understand this risk and agree that PCC is not liable for any illness suffered by your Pet during or after his/her stay, including but not limited to Tracheobronchitis (Canine Cough).

9. Pets not picked up on Departure Date. If you or your Agent do not pick up your Pet at the agreed upon time, you hereby authorize us to continue to provide the Services as set forth in tills Agreement at your expense. If PCC determines, at its sole discretion, that an extension of Services is required, payment in full may be required prior to extending such Services. Notwithstanding the foregoing, if your Pet is deemed abandoned under local, state, or federal laws or regulations, or in PCC's discretion as permitted by law, we will follow the Abandoned Pet Procedure.

10. Abandoned Pet Procedure. Unless otherwise required by applicable law, if you fail to pick up your Pet by the designated time:

- All Services will stop, with the exception of medication administration necessary to ensure Pet health and safety and basic boarding services (food, water, relief time and shelter). guests may be converted to boarding services if the Pet has not been picked up within the lobby hours and you agree to pay the expense;

- We will attempt to contact you or your Agent by telephone and/or in writing using the information that you have provided, advising you that if your Pet is not picked up within a reasonable time period, your Pet will be deemed to be abandoned and that we will deliver the Pet to a third party adoption partner, Animal Control or other similar government agency. You understand that you may lose ownership of your Pet under these circumstances. If you fail to pick-up your Pet for any reason, YOU RELEASE PCC FROM ALL FURTHER LIABILITY AND RESPONSIBILITY FOR YOUR PET.

- You shall remain liable to us for all unpaid Charges, including without limit the court costs and reasonable attorneys' fees incurred in the collection of the Charges.

11. **Your representations to us.** You represent to us that you are the owner of the Pet and that you are fully authorized to enter into this Agreement. All of the information about you and your Pet in this Agreement is true, accurate and complete. In a custody dispute, we will exercise reasonable judgment based on the known facts and we may, in our sole discretion, require proof of ownership, a written property settlement agreement or court decree.

- To the best of your knowledge, your Pet has no illness, injury or behavior problem (including aggressive or biting behavior) that has not been disclosed to us.

- You agree to indemnify and hold us harmless, from and against all 1055, damage or expense, including attorneys' fees, resulting from misrepresentations by you or your representatives or resulting from your Pet's stay including, without limitation, any person claiming to be the owner of your Pet and any person claiming damage or injury by your Pet.

12. **Miscellaneous Provisions.** This written Agreement constitutes our entire and only agreement and there are no oral agreements or understandings except as provided for in this Agreement. This Agreement shall bind us and our assigns and you and your heirs and assigns.

- The law that applies to the Agreement is the law of New York State. If there are disputes that result in litigation, the courts of New York State shall have exclusive jurisdiction, regardless of your state of residence.

13. **Personal items.** Do not bring items with your Pet that are valuable or irreplaceable. PCC is not responsible for loss or damage to any personal item or toy left with your Pet.

14. **Definitions.** The terms used throughout this Agreement, whether capitalized or not, and in either the singular or plural form, shall mean as follows: "We: "us: "*our*" and "facility" means PCC, Inc. "You" and "your" shall mean the Client(s) Signing this Agreement. 'Per' shall mean the dog(s) and cat(s) staying at Paws Country Club and "your Pet" shall refer to the Pet(s) designated by the Client in this Agreement

Your signature below certifies that you have read this entire Agreement, you have had the opportunity to discuss it with us to your satisfaction, and you agree to its terms.

_____	_____	____/____/____
Client Name (please print)	Signature	Date
_____	_____	____/____/____
Agent Name (please print)	Signature	Date

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